

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)**

**In re:**

\*

**WW Contractors Inc.,**

\*

**Case No: 18-12095-BFK**

**Debtor.**

\*

**Chapter 11**

\*

\* \* \* \* \*

**DEBTOR’S MOTION FOR ENTRY OF  
SECOND INTERIM CONSENT ORDER AUTHORIZING DEBTOR’S USE  
OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION TO FIRST  
NATIONAL BANK OF PENNSYLVANIA PURSUANT TO 11 U.S.C. § 363**

WW Contractors Inc., debtor and debtor-in-possession in the above-captioned case (the “Debtor”), by counsel, hereby files this *Motion For Entry of Second Interim Consent Order Authorizing Debtor’s Use of Cash Collateral and Granting Adequate Protection to First National Bank of Pennsylvania Pursuant to 11 U.S.C. § 363* (the “Motion”) and hereby requests, pursuant to 11 U.S.C. §§ 361 and 363(c) and Rules 4001(d) and 9014 of the Federal Rules of Bankruptcy Procedure, that this Court enter the *Second Interim Consent Order Authorizing Debtor’s Use of Cash Collateral and Granting Adequate Protection to First National Bank of Pennsylvania Pursuant to 11 U.S.C. § 363* (the “Consent Order”) attached hereto as Exhibit 1 and incorporated herein by reference authorizing the Debtor’s use of cash collateral during the period from August 1, 2018 to September 30, 2018 and granting certain adequate protection to its senior secured lender, First National Bank of Pennsylvania (“FNB”), and for cause states as follows:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue lies properly in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This matter is a core proceeding pursuant to 28 U.S.C. § 157.

3. The relief sought pursuant to this Motion is based upon sections 105, 361 and 363 of 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”) and Federal Rules of Bankruptcy Procedure 4001(d) and 9014.

4. No committee has been appointed in this case.

#### **THE CHAPTER 11 CASE**

5. On June 12, 2018, the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Code in the United States Bankruptcy Court for the District of Maryland, Case No. 18-17927. On June 14, 2018, the Bankruptcy Case was transferred to the United States Bankruptcy Court for the Eastern District of Virginia and was assigned Case No. 18-12095 (the “Bankruptcy Case”).

6. The Debtor is primarily engaged in the business of providing facility management services to the United States government.

7. The Debtor is indebted to FNB under a \$3,000,000 line of credit and a \$500,000 term loan (the “FNB Loans”).

8. The indebtedness that is owed by the Debtor to FNB under the FNB Loans is secured by a first-priority security interest against all of the Debtor's assets, including, all of the Debtor's accounts, accounts receivable, deposit accounts, general intangibles, payment intangibles, choses in action, inventory, equipment, chattel paper, instruments, investment property and all products and proceeds thereof.

9. The Debtor's cash, and the proceeds of FNB's collateral, constitute cash collateral as defined in Section 363(a) of the Bankruptcy Code.

10. On June 27, 2018, the Court entered an *Order Authorizing the Debtor's Use of Cash Collateral and Granting Adequate Protection* whereby the Debtor was authorized to use the cash collateral of FNB on an interim basis (the “Interim Cash Collateral Order”). On July 10, 2018, the Court

entered a *Final Order Authorizing The Debtor's Use Of Cash Collateral And Granting Adequate Protection* whereby the Debtor was authorized to use FNB's cash collateral on a final basis (the "Final Cash Collateral Order") until 5:00 p.m. on July 31, 2018.

11. The Debtor continues to manage and operate its business as a debtor in possession, and an immediate need exists for the Debtor to continue to use FNB's cash collateral in the ordinary course of its business to operate. The Debtor is not authorized to use FNB's cash collateral after 5:00 p.m. on July 31, 2018 absent FNB's consent.

12. The Debtor and FNB have reached an agreement with respect to the Debtor's continued use of FNB's cash collateral, through 5:00 p.m. on September 30, 2018, in the ordinary course of its business, for the purpose of paying the Debtor's operating expenses as set forth in the budget attached as Exhibit A to the Consent Order and incorporated herein by reference (the "Budget").

13. FNB is willing to consent to the use of its cash collateral by the Debtor during the period from August 1, 2018 to 5:00 p.m. on September 30, 2018 (the "Interim Period") pursuant to the terms and conditions of the Consent Order.

#### **RELIEF REQUESTED**

14. The Debtor requires the continued use of cash collateral in order to meet its expenses and maintain the operation of its business, including but not limited to the payment of payroll, inventory and rent. Without the continued use of cash collateral, the Debtor's operations would be required to terminate. The continued operation of the Debtor's business is essential to its reorganization efforts.

15. In the absence of authorization to use FNB's cash collateral in accordance with the terms of the Consent Order, the Debtor will face the prospect of having to cease operating and the Debtor and its estate will sustain immediate and irreparable harm.

16. Pursuant to Section 3 of the Consent Order, the Debtor will only be authorized to use cash collateral as set forth in the Budget.

17. In consideration for permitting the Debtor to use cash collateral during the Interim Period, the Debtor has agreed to make various adequate protection payments to FNB as set forth in Section 18 of the Consent Order and to grant FNB replacement liens on and security interests in various post-petition assets of the Debtor as set forth in Section 7 of the Consent Order.

18. The Debtor has also agreed to provide FNB with other adequate protection as set forth in the Consent Order, including acknowledging the liens of FNB and the debt owed to FNB under the FNB Loans (see Section 2 of the Consent Order) and providing FNB with certain financial reporting as set forth in Section 15 of the Consent Order.

19. Pursuant to 4 of the Consent Order, the Debtor's authorization to use cash collateral will expire on the earlier of 5:00 p.m. on September 30, 2018 or the occurrence of an "Event of Default" as defined in section 19 of the Consent Order.

20. The Debtor requests that this Court enter the attached Consent Order and authorize the Debtor to use cash collateral and grant FNB adequate protection as set forth in the Consent Order pursuant to 11 U.S.C. §363(c).

21. Based upon the foregoing, the Debtor submits that cause exists to enter the Consent Order and the Debtor requests that the relief requested herein be immediately granted with retroactive effect.

#### **Notice**

22. Pursuant to Federal Rule of Bankruptcy Procedure 4001(d), notice of this Motion has been given to the following parties or to their counsel, if known: (i) the Office of the United States Trustee, and (ii) FNB; (iii) all parties identified on the *List of Creditors Holding 20 Largest Unsecured Claims* filed by the Debtor; (iv) all parties who have filed entries of appearance with the Court, and (v) the various other creditors listed on the certificate of service attached hereto who may have an interest in cash collateral. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be

given.

**Waiver of Memorandum of Law**

23. Pursuant to Local Rule 9013-1 of the Local Rules, the Debtor states that, in lieu of submitting a memorandum in support of this Motion, it will rely solely upon the grounds and authorities set forth herein.

**CONCLUSION**

WHEREFORE, the Debtor respectfully requests that this Honorable Court (a) enter the attached Consent Order to authorize the Debtor to use cash collateral during the period from August 1, 2018 to 5:00 p.m. on September 30, 2018 and to grant adequate protection to FNB pursuant to the terms and conditions stated in the Consent Order, and (b) grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Aryeh E. Stein  
Aryeh E. Stein, VA Bar No. 45895  
Meridian Law, LLC  
600 Reisterstown Road, Suite 700  
Baltimore, MD 21208  
(443) 326-6011  
astein@meridianlawfirm.com  
*Counsel for Debtor*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27<sup>th</sup> day of July, 2018, a copy of the foregoing *Motion For Entry of Second Interim Consent Order Authorizing Debtor's Use of Cash Collateral and Granting Adequate Protection to First National Bank of Pennsylvania Pursuant to 11 U.S.C. § 363*, proposed *Second Interim Consent Order Authorizing Debtor's Use of Cash Collateral and Granting Adequate Protection to First National Bank of Pennsylvania Pursuant to 11 U.S.C. § 363* and related pleadings were served electronically to those parties on the Court's CM/ECF notice list and to the parties on the attached service list.

/s/ Aryeh E. Stein  
Aryeh E. Stein

David V. Fontana, Esq.  
Gebhardt & Smith LLP  
One South Street, Suite 2200  
Baltimore, Maryland 21202-3281

Jeffrey M. Sirody, Esquire  
Jeffrey M. Sirody and Associates P.A.  
1777 Reisterstown Road, Suite 360E  
Baltimore, Maryland 21208

Office of the U.S. Trustee  
Attn: John P. Fitzgerald, III  
115 South Union Street, Room 210  
Alexandria, VA 22314

On Deck Capital, Inc.  
c/o Christine Levi  
101 West Colfax Avenue, 10<sup>th</sup> Floor  
Denver, CO 80202

Attn: BMW Bank of North America  
Department  
AIS Portfolio Services, LP  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118

Jason Gang, Esquire  
Law Office of Jason Gang  
1245 Hewlett Plaza, #478  
Hewlett, NY 11557

Jason Gang, Esquire  
Law Office of Jason Gang  
259 Windsor Lane  
West Hempstead, NY 11552

Financial Agent Services  
P.O. Box 2576  
Springfield, IL 62708

Corporation Service Company, as  
Representative  
P.O. Box 2576  
Springfield, IL 62708

Forward Financing LLC  
36 Bromfield Street, Suite 210  
Boston, MA 02108

CT Corporation System, as  
Representative  
Attn: SPRS  
330 N Brand Boulevard, Suite 700  
Glendale, CA 91203

Empire Funding  
1022 Avenue M  
Brooklyn, NY 11230

Hop Capital  
1022 Avenue M  
Brooklyn, NY 11230

Business Merchant Funding  
3301 N. University Drive, Suite 300  
Pompano Beach, FL 33065

Premium Business Solutions Inc.  
1089 N. Himes Avenue, Suite 300  
Tampa, FL 33614

ML Factors Funding LLC  
456A Central Avenue, #128  
Cedarhurst, NY 11516

ML Factors Funding LLC  
428 Central Avenue, FL 2  
Cedarhurst, NY 11516

Ariel Bouskila, Esquire  
Berkovitch & Bouskila, PLLC  
40 Exchange Place  
Suite 1306  
New York, NY 10005-2743

Jake Martin  
Express Company Funding  
80 Broad Street  
5th Floor  
New York, NY 10004

Mass Capital Access  
400 Hollywood Blvd.  
Hollywood, FL 33021

BFS Capital  
263 W. 38th Street  
New York, NY 10018

Everest Business Funding  
8200 NW 52 Terrace  
Floor 2  
Doral, FL 33166

Thor Capital  
551 5th Ave  
Room 601  
New York, NY 10176

Forward Financing  
100 Summer Street  
#1175  
Boston, MA 02110

First National Bank of Pennsylvania  
4140 E. State Street  
Hermitage, PA 16148

Kubota Credit Corporation, USA  
1025 North Brook Parkway  
Suwanee, GA 30024

Business Merchant Funding  
680 Central Ave,  
Cedarhurst, NY 11516

Mr. Jeff Kovacs, ISO Manager  
PBS Capital  
8019 North Himes Avenue  
Suite 300  
Tampa, FL 33614

Marcella G. Rabinovich, Esquire  
Law Office of Marcella G. Rabinovich,  
PLLC  
111 John Street  
New York, NY 10038

Texas Comptroller of Public Accounts  
Office of the Attorney General  
John Stern, Assistant Attorney General  
P.O. Box 12548  
Austin, TX 78711

American Express  
PO Box 297871  
Fort Lauderdale, FL 33329

American Express Travel Related  
Services  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern PA 19355-0701

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101

BMW Financial Services  
PO Box 78066  
Phoenix, AZ 85062

Comptroller of Maryland  
Revenue Admin Division  
Annapolis, MD 21411

Payroll Funding  
10875 W. Twain Avenue  
Suite 200  
Las Vegas, NV 89135

Washington Redskins  
21300 Redskin Park Drive  
Ashburn, VA 20147

Celtic Bank  
c/o On Deck Capital, Inc.  
901 N. Stuart Street, Suite 700  
Arlington, VA 22203  
Attn: Director of Operations

World Global Capital LLC  
d/b/a PBS Capital  
30 Broad Street, 14<sup>th</sup> Floor, Suite 14108  
New York, NY 10004

EBF Partners LLC  
d/b/a Everest Business Funding  
Attn: Elizabeth Lopez, in house counsel  
8200 N.W. 52<sup>nd</sup> Terrace, Suite 200  
Doral, Florida 33166